

**CITY OF AUSTIN
SCOPE OF WORK (SECTION 0500)
FOR
DRINKING WATER DELIVERY SERVICE
SOLICITATION NUMBER: IFB 8200-SBR1000**

1.0 PURPOSE

This Invitation for Bid (IFB) is for the purchase and delivery of bottled purified drinking water, rented water dispensers, and cups for the City of Austin (City).

It is the City's preference to award a single contract for the purchase of these items; however, in the event that Bidders are unable to supply all the items specified, the City reserves the right to award multiple contracts based on individual line items or groups of items. A Successful Bidder may be awarded either the entire contract, the majority of the contract, select line items, or select groups of items.

This scope is intended to cover the requirements for drinking water delivery service, water dispensers, compostable or recycled content cups, and cup dispensers. City reserves the right to add or remove additional departments or locations as needed to the resulting contract without an amendment.

2.0 BACKGROUND

2.1 AUSTIN CONVENTION CENTER

At the Austin Convention Center Department (ACCD), water dispensers are placed throughout the buildings for visitors to drink water during events and shows. Water dispensers are set up at Austin Convention Center and the Palmer Event Center. The specifications for the containers and cups shall meet the requirements of ACCD's Ongoing Purchasing and Waste Policy including any updates to the policy issued via an addendum.

During the period of October 1, 2017 thru September 30, 2018 (the City Fiscal Year for 2018) ACCD purchased 6,750 5-gallon water bottles and 560 50-packs of cups. This is historical data and provided to assist Bidders with their bids. The City reserves the right to purchase more, or less, of these quantities.

2.2 AUSTIN FIRE DEPARTMENT

Austin Fire Department (AFD) uses the bottled water for the AFD Wellness Center for employees and potential employees to drink during physical training exercises. Employees of the AFD Warehouse also utilize the bottled water service as there is no water fountain in the warehouse area which is exposed to inclement weather conditions. AFD Investigations office utilizes the bottled water service for interviewees and other guests who do not have access to drinking water.

2.3 AUSTIN-TRAVIS COUNTY EMERGENCY MEDICAL SERVICES

Austin-Travis County Emergency Medical Services (ATCEMS) medics are often required to work in all types of conditions and austere environments without scheduled breaks. The ability to use bottled water is essential to ensure the physical well-being of medics and other Public Safety Departments (Fire, Police, etc.) at the scene of an emergency so that their performance does not deteriorate to the point where it affects the safety of any personnel or compromises the care provided.

Depending upon the incident and call volume, often medical personnel are assigned for long period of times without sustain breaks or opportunities for a sufficient break.

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Standards for rehabilitation during large scale incidents, multi-jurisdictional events or circumstances of high call volume warrants the ready availability for hydration that bottle water provides. In addition, ATCEMS has various deployment teams in which requirements of personnel must be “self-sufficient” for periods upward of 72 hours if necessary.

2.4 AVIATION DEPARTMENT

At the City of Austin, Aviation Department (Austin-Bergstrom International Airport), water dispensers are placed in non-public areas of the terminal and in remote buildings or locations occupied by Aviation staff. Water is provided where no water fountains are available and/or where Aviation employees are assigned to work in areas of the airport campus for long period of times without the ability to access an alternative water source.

2.5 AUSTIN RESOURCE RECOVERY

Austin Resource Recovery (ARR) requires the bottled water for operators working at Hornsby Bend because there is no potable water available. The operators work in all types of extreme weather, and hydration is a safety concern.

3.0 CONTRACTOR'S REQUIREMENTS

3.1 CONTRACTOR'S RESPONSIBILITIES

The successful bidder, herein after referred to as “Contractor”.

The Contractor shall:

- 3.1.1 Provide water dispensers, bottled water, and compostable or recyclable with recycled content cups to various locations.
- 3.1.2 Furnish any and all equipment, labor, transportation and materials required for proper execution of this Contract.
- 3.1.3 Immediately notify the Contract Manager or designee upon detection of an existing or potentially hazardous condition while performing services under this Contract.
- 3.1.4 Provide a single, local point of contact (SPOC) (and a backup contact) to handle questions or problems that may arise. The Contractor shall provide the office number, email address, and cell phone number for the SPOC.
 - 3.1.4.1 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC and shall have the same authority as the SPOC.
- 3.1.5 Contact the department's Contract Manager(s), within ten (10) business days after contract award, to determine products needed, the number of dispensers needed and to schedule delivery and equipment installation.

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- 3.1.6 Provide a signed delivery ticket to the department's Contract Manager or designee for verification of the product that delivered during each delivery or as otherwise specified by the Contract Manager or designee.
- 3.1.7 Upon department's Contract Manager's request, provide itemized reports comprised of all orders placed including data regarding orders by type, price, quantity, equipment type, date, location and City department.
- 3.1.8 Notify the department's Contract Manager or designee at least two (2) business days before the scheduled delivery of any changes made to the order.
- 3.1.9 Notify the department's Contract Manager or designee at least two (2) business days if delivery cannot be made and needs to be rescheduled.
- 3.1.10 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.

3.2 OTHER RELATED SERVICES OR PRODUCTS

- 3.2.1 The City may require Contractor to provide additional related services or products that are not covered within this Scope of Work. In order to be paid for those additional services or products, provide the price you would charge the City on Section 0600, Bid Sheet.
 - 3.2.1.1 Pricing provided under "Other Related Services" section on Section 0600, Bid Sheet, will not be used in the evaluation of the bid but is for informational purposes only and there is no guarantee of purchase or use. Price list/sheet must be provided prior to award if pricing is off a price sheet.
- 3.2.2 The Contractor shall perform/provide other related services or products after the Contract Manager or designee authorizes such services or products in writing, by issuing a Delivery Order (DO). These related services or products shall be performed or provided in accordance with all provisions of this agreement.

3.3 WATER DISPENSING EQUIPMENT

The Contractor shall:

- 3.3.1 Provide cold and hot water dispensers.
- 3.3.2 Provide, at a minimum, cold water dispensing equipment.
- 3.3.3 Include in the unit price (Section 0600: Bid Sheet) all costs associated with the water dispensing equipment including installation of the equipment, removal of equipment, inspection, maintenance and the monthly rental cost.

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- 3.3.4 Have all equipment installed within one (1) business day per location.
- 3.3.5 Provide, at a minimum, an annual inspection of all rented water dispensers to ensure they are working properly at no additional cost to the City.
- 3.3.6 Provide maintenance on all rented water dispensers as-needed or upon request by the department's Contract Manager or designee at no additional cost to the City.
- 3.3.7 Provide replacement for nonfunctioning rented water dispensers within (2) two business days of being notified by the department's Contract Manager or designee and at no additional cost to the City.
- 3.3.8 Perform professional cleaning service to sanitize the water dispensing equipment upon written request by the Contract Manager or designee. The professional cleaning service shall be provided on an as-needed basis. The Contractor may be requested by the Contract Manager to sanitize rented and ACCD owned water dispensing equipment.
 - 3.3.8.1 Submit a list of chemicals and products to be used under this contract with the bid.
 - 3.3.8.2 Adhere to the following requirements for sustainability in cleaning and janitorial supplies and services:
 - 3.3.8.2.1.1 UL EcoLogo 2759, for hard-surface cleaners;
 - 3.3.8.2.1.2 EPA Safer Choice Standard; and/or
 - 3.3.8.2.1.3 Use cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).
 - 3.3.8.2.1.4 Use the provided on-site Orbio system located at the Austin Convention Center and the Palmer Events Center for water cleaning and dilution needs located at ACCD.
 - 3.3.8.2.1.5 Use concentrated version of chemicals with dilution control 1:8 or greater.
 - 3.3.8.2.1.6 Use Closed Loop Systems for Dilution (Dilution Control Systems) - The use of non-proprietary dilution systems that work with more than one manufacturer's product-line are preferred.

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3.3.8.2.1.7 Stream or course spray when using in spray bottles (NO misting).

3.3.9 Understand that the City reserves the right to purchase water dispensing equipment through this Contract or off-Contract, from a third party to be used in lieu of renting the equipment.

3.3.9.1 Make every effort to work closely with the City to seamlessly transition from rented equipment to purchased equipment. There shall be no interruption of services during the transition phase.

3.3.9.2 Not penalize the City through restocking fees, or other charges levied against the City in the event the City purchases its own equipment.

3.4 BOTTLED WATER

The Contractor shall:

3.4.1 Provide water in five (5) gallon sanitized, re-fillable/re-useable, and BPA-free bottles.

3.4.2 Provide, on an as needed basis, 16oz-17oz bottled water. Location and quantity will be provided two (2) business days in advance of delivery request.

3.4.3 Include in the unit price (in Section 0600: Bid Sheet) all costs associated with the five (5) gallon bottled water delivery, removal, and sanitization of empty bottles.

3.4.4 Contractor shall coordinate with designated Contract Manager at each location to establish delivery locations, dates and times for water delivery and pickup of empty bottles. ACCD deliveries shall be between the hours of 6am-10am.

3.4.4.1 Deliver water to ACCD facilities on a weekly and as-needed basis or as otherwise defined by the Contract Manager or designee.

3.4.4.2 Deliver water to AFD, ATCEMS, Aviation and ARR at a minimum bi-monthly basis or as otherwise defined by the Contract Manager or designee.

3.4.5 Remove empty bottles when delivering replacement bottles or within five (5) business days of request by the department's Contract Manager or designee, whichever date is earlier.

3.5 CUPS

The Contractor shall:

3.5.1 Provide compostable or recyclable with recycled content drink cups upon request by the department's Contract Manager or designee. The cups shall be compostable per Biodegradable Products Institute (BPI) or American Society for Testing and Materials (most current revision of ASTM 6400 and/or ASTM 6868) for compostability and/or biodegradability.

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3.5.1.1 Contractor provided recyclable cups shall have at least 10% post-consumer recycled content and BPA-free plastic drink cups.

3.5.1.2 Under no circumstances shall the Contractor replace specified and accepted compostable cups or recyclable with other types of cups without prior written approval from the department's Contract Manager or designee. Written approval shall be in the form of an Amendment to this Contract.

3.5.2 Provide cups that have a heat tolerance of at a minimum 105 degrees Fahrenheit.

3.5.3 Provide cups that are compatible with the cup dispensers.

3.5.4 Provide cups at a minimum of 50 count per pack.

3.5.5 Provide cups by the case (in bulk).

3.6 SECURITY

The Contractor shall:

3.6.1 Never enter a restricted or operational area of the airport without the direct permission of (ABIA) or any governmental bodies having jurisdiction. Access to the premises must be strictly controlled.

3.6.2 Display company/employer-issued photo ID at all times when in City's buildings. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule.

3.6.3 Assumes full liability from any such unauthorized incursions.

3.6.4 Comply with all other security requirements imposed by the City including the security requirements in Section 0400: Supplemental Purchase Provisions.

3.6.5 Ensure that all employees and subcontractors comply with all contractual requirements, including security requirements.

3.7 START OF SERVICE

Upon award and execution of an agreement, the Contractor shall:

3.7.1 Make every effort to work closely with the incumbent Contractor to seamlessly transition services. There shall be no interruption of services during the transition phase.

3.7.2 Work with the Contract Manager(s) to identify a transition plan to change out equipment.

3.7.3 Commence the transition of equipment within ten (10) business days of Contract Manager's or designee's approval and installation shall be completed within one (1) business day per location.

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- 3.7.4 Receive prior approval from the Contract Manager(s) or designee before disposing water from opened 5-gallon bottles.
- 3.7.5 Not dispose of any unopened 5-gallon bottles
- 3.7.6 Work with the Contract Manager(s) to remove equipment to a designated storage area within the City, in the event that incumbent Contractor refuses to assist or work with Contractor to transition services.

3.8 CONTRACT CLOSE-OUT

The Contractor shall:

- 3.8.1 Work with the Contract Manager(s), sixty (60) calendar-days prior to the expiration of the contract, to inventory and report all equipment being rented. The inventory report shall include the equipment type, location of equipment, and quantities.
- 3.8.2 Contact the Contract Manager(s), forty-five (45) calendar-days prior to the expiration of the contract, to coordinate the removal of equipment and proposed pick up date.
- 3.8.3 Contact the Contract Manager(s), thirty (30) calendar days prior to the expiration of the contract, and to confirm scheduled equipment pick up date.
- 3.8.4 Contact the Contract Manager(s), thirty (30) calendar days prior to the expiration of the contract, to verify the quantities of any unopened water containers, cups, cup dispensers, etc., if the succeeding Contractor's equipment requires different water containers or other equipment.
- 3.8.5 Buy-back all unopened water containers and other equipment at the full price for which they were purchased by the City.
- 3.8.6 Ensure no disruption of services as equipment is removed from the City.
- 3.8.7 Acknowledge that the City reserves the right to withhold payment of final invoices in the event it fails to comply with the items of Contract Close-Out.

3.9 TRANSPORTATION AND PARKING

The Contractor shall:

- 3.9.1 Provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.
- 3.9.2 Not separate charge for administrative, overhead, per diem and transportation (i.e. mileage and fuel) costs. These expenses shall be included in the bid rates.

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4.0 CITY'S RESPONSIBILITIES

The City will:

- 4.1.1 Provide, within five (5) business days after contract award, a list of department's Contract Manager(s) or designee to contact and determine each department product needs and schedule delivery and installation of equipment.
- 4.1.2 Notify the Contractor, within two (2) business days of scheduled delivery, if products are needed in addition to the regular product delivery.
- 4.1.3 Notify the Contractor, within two (2) business days of scheduled delivery, if any replacement for nonfunctioning water dispensers will need to be delivered.

5.0 OMISSIONS

It is the intention of this scope of work to acquire a complete water delivery service of the type described, with all necessary components delivered, installed, and ready for full use. All items or services omitted from the specifications which are clearly necessary for this service shall be considered a requirement although not directly specified or called for herein.

6.0 ATTACHMENTS

- 6.1 Attachment A – ACCD's Ongoing Purchasing and Waste Policy